

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

JOSHUA DOPSON,

Plaintiff,

v.

CAPITAL ONE, N.A.; and
TRANSUNION LLC,

Defendants.

Case No.:

**Complaint for Damages:
Violation of Fair Credit
Reporting Act**

Plaintiff, Joshua Dopson, by and through undersigned counsel, upon information and belief, hereby complains as follows:

I. INTRODUCTION

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on their consumer credit report, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.

II. PARTIES

2. Plaintiff is, and was at all times hereinafter mentioned, a resident of the County of Fulton, Georgia.

3. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. §1681a(3).

4. Defendant, Capital One, N.A. ("Capital One") is and at all times relevant hereto was, a lending institution regularly doing business in the State of Georgia.

5. At all times pertinent hereto, Defendant Capital One is a "person" as that term is defined in 15 U.S.C. §1681a(b) and also a "furnisher" of credit information as

1 that term is described in 15 U.S.C. §1681s-2 *et seq.*

2 6. Defendant Capital One was at all relevant times engaged in the business of
3 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

4 7. Defendants Capital One is a “debt collector” as defined by 15 U.S.C. §
5 1692a(6).

6 8. Defendant TransUnion is, and at all times relevant hereto was, regularly
7 doing business in the State of Georgia.

8 9. TransUnion is regularly engaged in the business of assembling, evaluating,
9 and disbursing information concerning consumers for the purpose of furnishing
10 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

11 10. TransUnion furnishes such consumer reports to third parties under contract
12 for monetary compensation.

13 11. At all times pertinent hereto, Defendant TransUnion was a “person” and
14 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

15
16 **III. JURISDICTION AND VENUE**

17 12. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,
18 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

19 13. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

20 14. Personal jurisdiction exists over Defendants as Plaintiff resides in Georgia,
21 Defendants have the necessary minimum contacts with the state of Georgia, and this suit
22 arises out of specific conduct with Plaintiff in Georgia.

23 **IV. FACTUAL ALLEGATIONS**

24 15. Plaintiff is a consumer who is the victim of inaccurate reporting by
25 Defendants Capital One and TransUnion (collectively, “Defendants”), and has suffered
26 particularized and concrete harm.

27 16. Equifax, Experian and TransUnion are the three largest consumer reporting
28 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

17. The CRAs' primary business is the sale of consumer reports (commonly referred to as "credit reports") to third parties and consumers.

18. TransUnion has a duty, under the FCRA, to follow reasonable procedures to ensure that the consumer reports they sell meet the standard of “maximum possible accuracy.” 15 U.S.C. §1681e(b).

19. Plaintiff discovered the Capital One account last four -0598 on their TransUnion consumer report in error (the “Account”).

20. The Account does not belong to the Plaintiff.

21. Plaintiff filed a Federal Trade Commission Identity Theft Report under penalty of perjury, reporting the fraudulent information associated with the Account for investigation and prosecution.

22. The Defendants continue erroneously to report the Account with balance due and owing inclusive of late fees and penalties, and a derogatory status to Experian and TransUnion which are CRAs and which report accounts on Plaintiff's consumer reports that do not belong to the Plaintiff.

23. The false information regarding the Account appearing on Plaintiff's consumer reports harms the Plaintiff because it does not accurately depict Plaintiff's credit history and creditworthiness and overstates credit utilization.

PLAINTIFF'S WRITTEN DISPUTE

24. On or about August 13, 2023 and October 17, 2023, Plaintiff sent a written dispute to TransUnion (“TransUnion Dispute”), disputing the inaccurate information regarding the Account reporting on Plaintiff’s consumer reports.

25. Upon information and belief TransUnion forwarded Plaintiff's TransUnion Dispute to Defendant Capital One.

26. Upon information and belief, Capital One received notification of Plaintiff's TransUnion Dispute from TransUnion.

27. Upon information and belief, Capital One verified the erroneous

1 information associated with the Account to TransUnion.

2 28. Capital One failed to conduct an investigation, contact Plaintiff, contact
3 third-parties, or review underlying account information with respect to the disputed
4 information and the accuracy of the Account.

5 29. TransUnion did not conduct an investigation, contact Plaintiff, contact third-
6 parties, or review underlying account information with respect to the disputed
7 information and the accuracy of the Account.

8 30. Upon information and belief, Capital One failed to instruct TransUnion to
9 remove the false information regarding the Account reporting on Plaintiff's consumer
10 reports.

11 31. TransUnion employed an investigation process that was not reasonable and
12 did not remove the false information regarding the Account identified in Plaintiff's
13 TransUnion Dispute.

14 32. At no point after receiving the TransUnion Dispute did Capital One or
15 TransUnion communicate with Plaintiff to determine the veracity and extent of
16 Plaintiff's TransUnion Dispute.

17 33. TransUnion relied on their own judgment and the information provided to
18 them by Capital One rather than grant credence to the information provided by Plaintiff.

19 34. The Plaintiff was denied credit and/or refrained from needed credit
20 applications due to the erroneous information associated with the Account.

21 35. Plaintiff has lost time working to resolve the adverse information associated
22 with the Account to prevent harm.

23
24 **COUNT I – TRANSUNION**

25 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

26 36. Plaintiff re-alleges and reaffirms the above paragraphs 1-35 as though fully
27 set forth herein.

28 37. After receiving the TransUnion Dispute, TransUnion failed to correct the

1 false information regarding the Account reporting on Plaintiff's TransUnion consumer
2 report.

3 38. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish
4 or to follow reasonable procedures to assure maximum possible accuracy in the
5 preparation of the credit reports and credit files Defendant TransUnion published and
6 maintained concerning Plaintiff.

7 39. As a result of this conduct, action and inaction of Defendant TransUnion,
8 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
9 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
10 and usual activities for which Plaintiff seeks damages in an amount to be determined by
11 the trier of fact.

12 40. Defendant TransUnion's conduct, action, and inaction were willful,
13 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15
14 U.S.C. §1681n.

15 41. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to
16 recover damages under 15 U.S.C. §1681o.

17 42. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
18 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

19
20 **COUNT II – TRANSUNION**

21 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

22 43. Plaintiff re-alleges and reaffirms the above paragraphs 1-35 as though fully
23 set forth herein.

24 44. After receiving the TransUnion Dispute, TransUnion failed to correct the
25 false information regarding the Account reporting on Plaintiff's TransUnion consumer
26 report.

27 45. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete
28 inaccurate information in Plaintiff's credit files after receiving actual notice of such

1 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
2 reasonable procedures with which to filter and verify disputed information in Plaintiff's
3 credit files.

4 46. As a result of this conduct, action and inaction of Defendant TransUnion,
5 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
6 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
7 and usual activities for which Plaintiff seeks damages in an amount to be determined by
8 the trier of fact.

9 47. Defendant TransUnion's conduct, action, and inaction were willful,
10 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
11 §1681n.

12 48. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff
13 to recover damages under 15 U.S.C. §1681o.

14 49. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
15 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

16 17 **COUNT III – CAPITAL ONE**

18 **Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

19 50. Plaintiff re-alleges and reaffirms the above paragraphs 1-35 as though fully
20 set forth herein.

21 51. After receiving the TransUnion Dispute, Capital One failed to correct the
22 false information regarding the Account reporting on Plaintiff's consumer report.

23 52. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly
24 investigate Plaintiff's disputes of Defendant Capital One's representations; by failing to
25 review all relevant information regarding Plaintiff's disputes; by failing to accurately
26 respond to credit reporting agencies; by verifying false information; and by failing to
27 permanently and lawfully correct its own internal records to prevent the re-reporting of
28 Defendant Capital One's representations to consumer credit reporting agencies, among

1 other unlawful conduct.

2 53. As a result of this conduct, action, and inaction of Defendant Capital One,
3 Plaintiff suffered damages, and continues to suffer, actual damages, including economic
4 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
5 and usual activities for which Plaintiff seeks damages in an amount to be determined by
6 the trier of fact.

7 54. Defendant Capital One's conduct, action, and inaction were willful,
8 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
9 §1681n.

10 55. In the alternative, Defendant Capital One was negligent, entitling Plaintiff
11 to recover damages under 15 U.S.C. §1681o.

12 56. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
13 Capital One pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

14
15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants
17 for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies
18 as defined by 15 U.S.C. § 1681 and demands:

- 19 A. Jury trial;
- 20 B. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.
21 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;
- 22 C. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful
23 violation;
- 24 D. The costs of instituting this action together with reasonable attorney's fees
25 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
- 26 E. Any further legal and equitable relief as the court may deem just and proper in
27 the circumstances.
- 28

1 Respectfully submitted March 18, 2024.

2
3 /s/ Esther Oise

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